1989

A. P. Winter v. Northwest Pipeline Corporation, et al : Reply Brief

Utah Supreme Court

Teresa Silcox, Paul Prat; Attorneys for Respondent.
A.P. Winter; Pro Se Appellant.

UTAH SUPREME COURT

BRIEF

THE SUPREME COURT OF THE STATE OF UTAH

A. P. WINTER Plaintiff/Appellant vs. NORTHWEST PIPELINE CORPORATION, et al Defendants/Respondents	CASE NO. 890182 14B (District Court Case No. C84-3608) (District Court Case No. C87-3005)

ON APPEAL FROM THE JUDGMENT OF THE
THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, UTAH

THE HONORABLE SCOTT DANIELS, JUDGE

APPELLANT'S REPLY BRIEF

Teresa Silcox/Paul Prat
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Pro se Appellant

THE SUPREME COURT OF THE STATE OF UTAH

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TABLE OF AUTHORITIES

REPLY BRIEF

JURISDICTION OF SUPREME COURT

The Utah Supreme Court has appellate jurisdication over this matter based upon appellant Winter's timely filing of a Notice of Appeal.

STATEMENT OF ISSUES PRESENTED FOR REVIEW

The trial court granted the defendants summary judgment while there were issues of material fact to be tried. Northwest Pipeline Corporation (herein, "NWP") fired the appellant WINTER from his executive position after he was with the company for 5 months when he reported to NWP that he had personally reviewed NWP's natural gas well-head field operations and found many of them in various states of disrepair. Many of them were leaking gas. Others were unprotected from threatening external damage. It was deemed that these operations were an unsafe environment in which employees should not be expected to work. A verbal and written report of this Internal Safety Audit was produced for NWP. It urged specific remedial attention. These findings were met with unreasonable NWP opposition and the claim that accidents were forseeable and likely was ignored.

In retaliation for talking like a "Whistle-blower" the appellant's supervisor retaliated by raising imaginary pretextual issues for the purpose of creating oppression and duress. The work environment suddenly became hostile and poisoned by accusations of criminal conduct and carrying a concealed handgun for which there was no basis in fact. The motive being to cause the appellant's resignation. When the appellant decided to tough-it out, appellant was fired. However, over the appellant's objections NWP claimed that the appellant "voluntarily resigned and quit". A "quit" is a bar to unemployment benefits all to the appellant's legal detriment. NWP owed the appellant several thousand dollars in reimbursable relocation expenses. All these funds were withheld on a punative basis for more than two years during which time the appellant was blacklisted. When the trial court granted summary judgment it held the appellant to be an at-will employee and considered none of the exceptions to that doctrine. Two months after the appellant's termination the "forseeable" accident materialized when a truck impacted with an unprotected well-head deemed earlier to be unsafe. The well blew-out uncontrollably for more than a week. Fortunately there was no ignition and no one was killed. Government investigators convened to assess blame and NWP was hopeful to attribute the accident to an act of god so as to escape liability. Concerned that the "SAR" might fall into an investigator's hands NWP contacted the appellant to say that

they had $5,000 for me after the well-head investigation was settled provided the appellant didn't do something stupid like volunteer a copy of the SAR. The appellant was not interested in causing trouble; about two years later he was the recipient of $5,000. NWP called it a "separation" benifit. The irony of this whole affair is that with NWP's check I was now able to go to the unemployment insurance people to produce evidence of a "separaton benefit" that indicated that the appellant hadn't voluntarily resigned and quit after all. Some of the Unemployment Insurance benefits were released. Within a few more months NWP also released the relocation reimbursement it had been holding.

SUMMARY JUDGMENT SHOULD NOT HAVE BEEN GRANTED

FOR THE FOLLOWING REASONS

1. Appellant believes that the defendants at trial failed to support their summary judgment motion with affidavits or declarations showing there is no triable issue as to a material fact and were not entitled to a judgment as a matter of law.

2. Summary judgment is a drastic remedy eliminating trial and therefore the moving party's declarations must be strictly construed and the opposing party's declarations liberally construed.

3. If there is any issue of material fact to be tried, summary judgment must be denied.

4. Doubts as to the propriety of summary judgment should be resolved against the moving party.

5. The moving party's showing must establish facts which negate the opponent's claim and justify a judgment in the moving party's favor.

6. It is the moving party's burden to make a sufficient showing that the claim is entirely without merit and if that showing is deficient summary judgment must be denied.

7. The motion must stand self-sufficient and cannot succeed because the opposition is weak.

8. A party cannot succeed without disproving even those claims on which the opponent would have the burden of proof at trial.

9. Summary judgment motion raises only questions of law regarding the construction and effect of the moving and opposing papers and therefore they are subject to independent review on appeal.

10. The trial court incorrectly focused on the plaintiff's burden rather than that of the defendant as the moving party.

ISSUES FOR THE TRIER OF FACT

The following items are believed to be material issues of fact for the trier of fact that should have precluded summary judgment:

1. Can an employer fire an employee who he asks to provide certain extra ordinary goods and services above and beyond those for which he was ordinarily hired to provide prior to the time he pays the off the employee for those extra ordinary goods and services that were requested.

When NWP asked WINTER to underwrite the costs of his relocation to Salt Lake City, pending the completion of the relocation, it contracted for an extraordinary service by an employee above and beyond that for which he was hired. Because of the legal detriment incurred due to this request, NWP was not entitled to fire the employee prior to the time it paid off the legal detriment incurred on its behalf, if at all. NWP owed WINTER $2,621.04* which it paid more than two years after firing WINTER. Under this maxim, NWP would owe WINTER his backwages until it cured the debt incurred on its behalf.

* (Sup.R 1369)

2. When an employer falsely maintains over a period of years that his ex-employee resigned and quit, and precludes the employee from access to his unemployment insurance benefits, the employee should be entitled to his normal wages on the grounds that the employee did not quit. The employer should not be entitled to have it both ways.

3. Why isn't NWP and R. Janita Reid liable for fraudulent misrepresentation when they made it appear that the appellant voluntarily resigned and quit (they certified under penalty of law that he did). The employer should not be entitled to claim employee resignation when it suits it, on the one hand, and invoke the at-will doctrine when its advantageous on the other?

4. Did NWP bribe the appellant when it paid him $5,000 to prevent disclosure of its failure to cure a known hazzardous condition that lead to the blow-out of August 13, 1981? (Sup. R 1377).

5. Did NWP cause intentional interference with economic advantage?

6. Interference with a contract between WINTER and U/DES.

7. Did NWP act with bad faith and unfair dealing?.
(the employee is precluded from unemployment insurance).

8. Does the employer's conduct represent bad faith and unfair dealing?

9. Did NWP and R. Janita Reid fraudulently misrepresent that the appellant voluntarily resigned and quit when they certified under penalty of law that he did.

STATEMENT OF CASE

There are three notable exceptions to the at-will rule which limit an employer's freedom to terminate its employees. These are:

1. Violation of public policy

The appellant was dismissed when he reported that the conditions in the work place were unsafe. In retaliation the employer may not fire the employee in retribution or retaliation because the employee is entitled to work in a safe and secure environment as a matter of public policy.

2. Breach of an express or implied contract to fire only for cause

Employee agreed to provide the employer with goods and services and benefits above and beyond those associated with employees normal duties. The employer was in debt to the employee. The employer is not entitled to fire the employee until he has paid the employee for those goods and services that were contributed to the employer above and beyond those provided in the normal course of work. (Sup. R 1358).

Employee was 50 years old for which the employer agreed to provide employment for 15 years. In anticipation of that agreed employment the employee incurred a legal detriment. The employer may not breach their mutual agreement so as to ignore the legal detriment incurred by the employee.

3. Breach of the implied-in-law covenant of good faith and fair dealing.

Employer claimed that employee resigned and plausibly denied any knowledge for the quit. When the employee proved that he had not quit the employer is estopped from invoking the at-will doctrine by claiming that employee's performance is unsatisfactory.

In conjunction with these exceptions other causes of action were pled:

1. Discrimination

Appellant's employer "fired" him and deliberately falsified the record under penalty of law to indicate that the appellant gave his "resignation" and "quit". The employer wanted to deny the appellant a cause of action against him for "wrongful termination". In doing so the employer prevented the appellant from timely access to unemployment insurance benefits for which he was in need. For over two years the employer stonewalled the appellant's many requests to correct the record

and it refused to do so when it had every opportunity to mitigate the appellant's damages. The employer's arbitrary and capricious acts, and deliberate falsification of records were discriminatory and violated the appellant's civil right to fair treatment.

2. Negligent and intentional inflication of emotional distress

Employer "cooked the books" to make it appear that a fired employee resigned and quit which acted to bar the employee from unemployment insurance benefits; simultaneously employer withheld relocation expenses payable to employee for more than two years. (Sup.R 1350) Employer's conduct was extreme and outrageous. Employer wilfully certified false documents to the government in support of his atrocious and indecent behavior. The consequence of employer's acts denied the employee funds necessary for a medical condition for which the employee suffered damages. Employer's acts were intentional for which the employer suffered severe emotional suffering. The employer owed and breached his duty to be truthful in reporting.

3. Unlawful reprisal, and

The appellant did an internal Safety Audit of safety conditions in the workplace and reported his findings. A finding and report of unsafe conditions so infuriated appellant's employer that he retaliated against the appellent by fabricating a pretext to create a climate of duress and oppression designed to force the appellant to quit. Refusing

to quit the appellant was fired. To prevent the employee from access to unemployment insurance the employer claimed that the employee "resigned" which barred the employee from any benefits.

4. Breach of contract

Employee agreed to provide the employer with goods and services and benefits above and beyond those associated with employees normal duties. The employer was in debt to the employee. The employer is not entitled to fire the employee until he has paid the employee for those goods and services that were contributed to the employer above and beyond those provided in the normal course of work.

Employee was 50 years old for which the employer agreed to provide employment for 15 years. In anticipation of that agreed employment the employee incurred a legal detriment. The employer may not breach their mutual agreement so as to ignore the legal detriment incurred by the employee.

5. Violation of statute

Blacklisting statute

Whistle-blowers statute (SUP. R. 1341)

SUMMARY OF ARGUMENT

In 1981 the appellant, A. P. Winter (herein, "WINTER") was then a 50 year old executive who was recruited from out of state for a position as an executive and manager of Northwest Pipeline Corporation's (herein, "NWP") Reserves and Evaluations Department of the Production Division. WINTER was a key employee, had been continuously employed prior to this position, and had an unblemished record. He reported to Ken Stracke (herein, "STRACKE") who was director of the Production Division. WINTER had a staff of approximately 15 people who tested natural gas wells in New Mexico, Colorado, Wyoming, and Utah. The function of this group was to determine the size of gas reservoirs and their useful life when connected to NWP's gas transmission line.

Prior to WINTER's appointment his department had experience considerable turnover and NWP's STRACKE asked WINTER to agree to hire on for the remainder of his career which was for a duration of 15 years. WINTER agreed to do so and had a contract for that purpose on that basis. In return STRACKE and NWP agreed to relocate WINTER and his family to Salt Lake City from San Diego and to provide other incentives, such as a $10,000 signature bonus, and other perquisites. Among these

were included the right to attend advanced engineering short courses to keep abreast of technical developments in the area of reservoir engineering.

In the course of his employ WINTER did an Internal Safety Audit of certain field operations in which his staff was required to work. He observed first hand that the conditions at many gas well sites were unsafely constructed and represented a risk to the health and welfare of NWP employees. WINTER orally reported his findings to STRACKE and followed that up about June 1st, 1981 with a written report with his urgent recommendations. The recommendations were generally two in number. First, it was observed that the NWP's gas wells were unprotected by stanchions in contrast to oil and gas wells common elsewhere. Well-heads of other companys are usually protected by a perimeter of steel posts to prevent accidental collision by service vehicles. Accidental damage of a gas well-head could forseeably result in an explosive blowout and fatal injuries. For this reason the urgent implementation of this recommendation was planned. This required NWP's urgent attention. Secondly, it was observed that many NWP gas wells were structurally insufficient, were subject to severe leakage, and were not designed to retain the pressures to which they were exposed. WINTER recommended that all such marginal well-heads be upgraded where ever possible or otherwise replaced. WINTER told STRACKE that without the implementation

of these safety measures that a major accident was forseeable with the possible loss of life.

An internal Safety Audit Report had never been done at NWP before and STRACKE was upset that WINTER had memorialized his findings. He asked that WINTER destroy all copies before OSHA or the Mineral Management Service of the Department of Interior cited NWP for its unsafe operations. WINTER opposed doing so. STRACKE thereafter became quite hostile. He called WINTER a "Whistle-blower" and things started going downhill fast. He would not permit the implementation of the Safety Audit Report recommendations.

Within a week STRACKE began to pick on WINTER. STRACKE began a program of "disinformation" against WINTER in retaliation for providing an internal Safety Audit Report critical of safety conditions at the well-head. STRACKE started off with an absurd accusation that WINTER is known to carry a handgun on his person and is a danger to others. Doing so in Utah is a felony. There was no truth to STRACKE's allegation. WINTER denied the charge while STRACKE seemed to enjoy his new role of snipping. WINTER was powerless to stop it. WINTER him asked, why me? STRACKE stonewalled WINTER. It was not known until after this suit was filed that others were involved in this game of "retribution hard-ball". STRACKE had

enlisted two willing surogates to maliciously spread the rumor that WINTER carries a concealed hand-gun. This they did both inside and outside the company. At deposition, Shannon Hanks (herein, "HANKS") STRACKE's secretary admitted to defaming WINTER with this spurious charge. Similarly, Brent Hale (herein, "HALE") STRACKE's major domo admitted to spreading this malicious tale. WINTER did not realize it at the time but STRACKE was involved in a campaign of deliberate sabotage. STRACKE wanted to force WINTER out of the company through harassment, oppression, and duress. STRACKE didn't want to the responsibility to fire WINTER out of fear that WINTER would come back to him with a cause of action for wrongful discharge. He opted for creating an unhappy and contentious atmosphere in the hope of forcing WINTER's "resignation". WINTER withstood this barrage of dirty tricks and pretextual issues. But on June 22, 1981 STRACKE told WINTER to pack his things, and to collect his pay. "This is your last day." STRACKE would now claim that WINTER "resigned". He had not.

On the pretextual issue of a concealed weapon, it is remarkable that even now the attorney for NWP, Teresa Silcox, in NWP's Reply Brief states (page 17), "In WINTER's 1985 deposition, he testified that he owned a gun." She implies by the context of her claim that it is a concealable weapon when she knows WINTER's testimony is "its a 12 gauge shotgun". Shame on you SILCOX. Are we to believe that you do not know

the difference between a handgun and a rifle? You just shot yourself in the foot.

STRACKE made every effort to "blacklist" WINTER & to prevent his re-employment. This is documented in the letter of Lee Drake (Sup.R.1419); and in STRACKE's deposition (Sup.R. 935) where he admits to going out of his way to track WINTER at public meetings for no good reason. His reason is malice. STRACKE even admits to having third parties phone him from across the nation for the sole purpose of tracking WINTER so he can harass him (Sup.R.940)(Sup.R.950) as he did in Bakersfield in 1985 when he incredibly tried to eject WINTER by physically grabbing his arm. (Sup.R 1362).

The economic impact of being fired is severe in all cases but particularly so when you are in the middle of the process of relocating to a new city for your employer. In January of 1981 the appellant was recruited by Northwest Pipeline Corporation (herein, "NWP") from out-of-state where he was continuously employed. NWP hired the appellant to work in Salt Lake City. The appellant was to receive $62,500 (Sup.R. 659) per annum in an executive position as Manager of Reserves and Evaluations. (see Exhibit "A" in this document). To join NWP the employee was required to sell his house in San Diego and to take up permanent residence in Salt Lake City, Utah. NWP sponsored this relocation. The transition from San Diego to Salt Lake City would require six months while the appellant's wife arranged for the sale of their house and got things in order. The appellant had two children, one in high school, the other in college. The appellant began work in Salt Lake City on January 19th, 1981 and soon leased a condominium in anticipation of his family joining him. In this transition period the costs of relocating were substantial because of the necessity of temporarily maintaining two households, one in San Diego, the other in Salt Lake City. As an incentive to his recruitment and hiring NWP agreed to pay all of the employee's relocation expenses. This included payment for the real estate commission associated with selling appellant's California

residence, and the appellant's living expenses in Salt Lake City for 3 months. Of necessity frequent air travel between Salt Lake City and San Diego during this transition period was required. The distance is approximately 800 miles. These travel expenses were also to be borne by the employer, NWP.

On June 22nd, 1981, approximately 5 months after joining NWP, the appellant was "fired". The economic blow was staggering. The appellant's wages from NWP were his only source of income. All other funds were tied up in the move to Salt Lake City. Although NWP promised to reimburse the appellant's relocation expenses, he was told once he joined NWP that he would have to pay his relocation expenses out-of-pocket until his relocation to Salt Lake City was completed. NWP told the appellant that only one relocation invoice was permitted on any particular move. Although the appellant's relocation to Salt Lake City was not complete when he was fired, the appellant rounded up all his expense vouchers and immediately submitted them to NWP for reimbursement. NWP refused their immediate payment pending its heretofore unusual decision to type-up the myriad expense vouchers submitted in support of appellant's request for payment; a totally unnecessary delay. Appellant requested as an alternative a partial payment. NWP refused to consider it. NWP told the appellant he would have to wait for the entire amount. Although the appellant remained

in frequent contact with NWP on this matter, it took 1.5 years before NWP decided to release a payment. When payment was released appellant received a net of only $2,621.04 (Sup.R. 139) out of the $3,000 (Sup.R.) in expenses that were submitted. Without the benefit of interest the net present value of the amount received was worth considerably less. The appellant received a check on March 22, 1983 in the amount of $2,400. NWP's dilatory tactics in making a timely payment of relocation expenses were plainly outrageous and abusive. The unequal standing between NWP and the appellant made for an uneven playing field against which the appellant had no recourse .

At the time of his firing the appellant was strung out financially with no income, a house in San Diego in escrow, an extended lease committment on a condo in Salt Lake City, furniture in transit, NWP withholding the reimbursement of funds already spent on the relocation to Salt Lake City, the likelihood of having to re-relocate back to San Diego, and no prospects at-hand for re-employment. It was a time of great worry, emotional stress, and humiliation.

These problems aside, it was essential that the appellant find a job. But there was another problem, the need for cash for current living expenses. The appellant needed to apply for unemployment insurance benefits. Unemployment insurance is designed to provide prompt payment and

availability of benefits to meet current needs. Application was made to the Utah Department of Employment Security (herein, "U/DES") on June 23, 1981. U/DES contacted NWP based upon the appellant's application. U/DES was told that NWP opposed payment to the appellant on the grounds that he was ineligible. NWP claimed that the appellant had "voluntarily resigned and quit". An employee who resigns is barred from any unemployment insurance benefits. NWP's personnel manager, R. Juanita Reid (herein, "REID") certified (Sup.R.984) in writing under penalty of law to U/DES, an agency of the federal government, that the appellant had "quit" and that NWP was opposed to being charged for any benefits that appellant may claim. REID, on behalf of NWP wilfully made a false statement or representation, with actual knowledge of its falsity to an agency of the government, U/DES. The appellant did not resign, nor did he authorize anyone to claim that he had. U/DES denied the appellant's application for unemployment insurance benefits based upon REID's perjured statement. The appellant filed an appeal. This only added to the appellant's problems, his worry, and his emotional distress. The appellant called upon NWP to correct the record but neither REID nor Ken Stracke (herein, "STRACKE") the appellant's superior at NWP would talk to the appellant. The appellant wrote them both letters but neither would reply. Unless there was some evidence to bring forward to U/DES upon the appeal of its ruling to deny benefits, the appellant's appeal was would be futile. NWP was engaged in a coverup and wished to "window dress" its "firing"

of the appellant so as to appear to be a "resignation". NWP, REID, and STRACKE acted maliciously in doing so. They knew that their stance in this matter was wrong, they knew that it would have a detrimental effect on the appellant, and yet they did nothing to mitigate the appellant's damages by coming forward to correct the record when they had every opportunity to do so over a period of two years. The appellant continuously objected to NWP's characterization of his "firing" as a "resignation". However, NWP maintained this fraud for 2.8 years. All NWP officials knew what the truth was but would not correct the record. STRACKE, the director of the production division knew, REID, the personnel manager knew, and Robert Keener (herein, "KEENER"), a senior vice-president knew. Yet they all claimed they had no-knowledge as to why the appellant left NWP even after the appellant brought suit against NWP and they all had read the complaint. NWP's fraudulent conduct constituted <u>illegal discrimination</u>. The real reason that NWP wanted it to appear that the appellant handed in his "resignation" was simply that they knew that by "firing" the appellant they provided him with a cause of action for "wrongful discharge". But in doing so NWP found itself on the horns of a dilemma. By maintaining that the appellant "resigned" NWP found itself culpable for illegal discrimination and the violation of the appellant's Civil Rights by preventing his timely access of unemployment benefits. By admitting that the appellant was "fired" NWP

exposed itself to a cause of action for discharging the appellant for "blowing the whistle" and a cause of action for "wrongful discharge".

NWP's conduct served no ethical or business purpose. What purposes it served were unscrupulous, tainted, and malicious. NWP's claim that the appellant resigned was motivated solely to coverup its own mismanagement and to hide the fact that the appellant's "firing" was retaliatory and in violation of public policy.

To the uninformed it just doesn't make much sense that a large corporation with millions of dollars in annual revenue should conduct itself with malice, subterfuge, duplicity, and double dealing by insisting that the appellant "resigned" when he in fact was "fired". The reason is that the appellant

Why would NWP NWP nevertheless felt that could weather the appellant's challenge and that it could "stonewall" the matter, that is, until it had to eventually explain its contradictory conduct and behavior. However, events would betray NWP's errant conduct and its self-serving motive for this action. As a consequence NWP didn't even blink when it reneged on its employment agreement with the appellent. The quid pro quo was: job security and long term employment for the appellant in

return for his promise to relocate and pledge to remain with NWP for the next 15 years.

At the time NWP hired the appellant, NWP was in a bind. Neil Foley, the previous Manager of Reserves and Evaluations, had "jumped ship" with no notice to start his own business. He took several NWP staff members with him in doing so. When NWP took a large ad in the Oil and Gas Journal seeking his replacement, NWP was hurting. Prior Neil Foley NWP experienced repeated turnover for the same position. To prevent such a recurrence from happening again, NWP and STRACKE had the appellant pledge his committment to stay with NWP for the next 15 years. At that point in time the appellant would be ready for retirement. In justifiable reliance upon this mutual covenant the appellant committed himself to relocate and agreed to the obligations in doing so. These obligations were above and beyond those associated with providing his professional services concurrent with his employment. The appellant had to give up the exploitation of patents previously issued to him. In addition the appellant had to sell his house in San Diego, purchase another in Salt Lake, and transport his household and family almost 1000 miles away. All these things necessitated

that the appellent incur a substantial financial obligation. The appellant cheerfully agreed to undertake this obligation in justifiable reliance of NWP's committments to him. The appellant never dreamed that NWP would "sandbag" him by asking him to leave his prior employment elsewhere, and allow him to incurr the substantial legal detriment required in relocating, only to be abandoned without warning because of NWP's capricious whim.

The appellant did not obligate himself to NWP for the purposes of placing his household and his family in transit for a temporary position of 5 months duration in Salt Lake City. NWP asked the appellant to make it a committment, not as an at-will employee. It asked the appellant for a contract committment extending 15 years at the rate of $62,500 per year. This situation is not unlike that in which NWP contracts to buy a piece of equipment. The manufacturer receives a letter of intent from NWP. Based upon that expressed intent, the manufacture commits itself to do whatever is necessary to deliver the goods at the delivery date requested. In the event that NWP cancels its order, the manufacture has "work-in-progress" which must be stopped to mitigate the costs. Under these circumstances NWP is responsible for the legal detriment and costs incurred by the manufacturer for his "work-in-progress". Since the manufacturer would not have incurred this legal detriment if it were not for NWP's order,

NWP is clearly liable for the manufacturer's "work-in-progress" costs.

In a like manner, NWP ordered the appellant's services and agreed to pay, not only for those services but for the "work-in-progress" associated with those services, e.g. the relocation of appellant's household. When NWP cancelled its order, NWP became responsible to the appellant to return things to their original condition just as in the illustration of an order for manufactured equipment.

Appeal Case, Supreme Court No: 890182
(District Court Case..... No. C84-3608)
(District Court Case..... No. C87-3005)

Respectfully Submitted,

Dated January 2rd, 1991

A. P. Winter
Appellant pro se

VERIFICATION

I, A. P. Winter, declare and state as follows:
I am a plaintiff in the above entitled case. The declarant is a citizen of the United States, over the age of 21 years, and is competent to testify to the matters stated herein based upon his professional capacity as a former executive and manager of Northwest Pipeline Corporation. Declarant is a graduate of the University of Illinois where he received both undergraduate and graduate degrees. In his professional capacity declarant was provided with first-hand knowledge of the facts asserted. Declarant has read the contents of the foregoing appeal brief and reply brief and believes its contents to be true of hisown personal knowledge and as to those matters stated on information and belief he believes them to be true. The declarant is competent to testify as to these facts and if called upon the declarant could testify to these matters. Such testimony is based upon personal knowledge and not hearsay. I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 2nd, 1991 at San Diego, California.

By: _____
A. P. Winter
Appellant pro se

MANAGEMENT

MANAGER, RESERVES AND EVALUATIONS

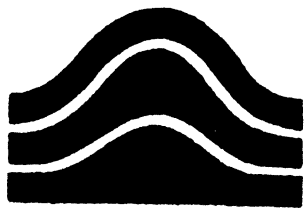
As Manager of Reserves and Evaluations Department for one of the leaders in the gas transmission industry, you will be responsible for determining gas reserves, making deliverability forecasts and economic studies related to drilling and production of natural gas. Northwest Pipeline's transmission system traverses one of the most active gas supply areas in the country. Because of the low permeability reservoirs found throughout the Rockies, this area is one of the most technically challenging in the United States. In addition to your responsibilities in Salt Lake City, you will be responsible for well testing and evaluation from two field offices located in Western Colorado.

As a member of Northwest Energy's team, your department will be working closely with others on projects such as gas processing, coal gasification and property acquisitions intended to help achieve the corporate growth objectives.

You must have a bachelor's degree in petroleum or geological engineering with a minimum of 10 years technical and administrative experience in the oil and gas industry. A solid background in petroleum reservoir engineering and well and reservoir simulation is also required.

Northwest offers excellent company benefits and complete relocation package. For more information and immediate consideration, please send your resume in confidence to: NORTHWEST PIPELINE CORPORATION, Attn: Fred Thomas, P.O. Box 1526, Salt Lake City, Utah 84110, or call COLLECT (801) 534-3921. We are an Equal Opportunity Employer M/F/H.

NORTHWEST PIPELINE CORPORATION



UTAH SUPREME COURT Docket No.: 890182
(Third District Court Case No.: C84-3608)
(Third District Court Case No.: C87-3005)

A.P. Winter,
8373 Cliffridge Lane,
La Jolla, CA 92037
619-450-9340

DECLARATION OF SERVICE BY MAIL

I, the undersigned, say: I am over 18 years of age, reside i the County of San Diego, California, and not a party to th subject cause. My residence address is:

La Jolla, California 92037

I served the:

APPELLANT'S REPLY BRIEF
SUPPLEMENTAL REPORT

.....

of which a true and correct copy of the documents filed in th cause is affixed, by placing a copy thereof in a separate envelop for each addressee named hereafter, addressed to each suc addressee respectively as follows:

Teresa Silcox/Paul Prat Northwest Pipeline Corp. 295 Chipeta Way, Salt Lake City, Utah 84108	Hon Judge Scott Daniels, <Clerk Karen Busch> Third Judicial District Court, COURT's BLDG, RM:9 FLOOR 5, 240 East Fourth South, P.O. BOX 1860, Salt Lake City, Utah 84110
801-532-3333	801-535-5174
Utah State Supreme Court State Capitol Bldg, Rm. 332 Salt Lake City, Utah 84114	Ms.LaDean Parker,Appeals Clerk District Court, 3rd Judicial 240 East 400 South, Salt Lake City, Utah 84111
801-538-1044	801-535-5123

Each envelope was then sealed and mailed to th representative of the addressee noted above, on Jan. 2nd, 1991.

I declare under penalty of perjury that the foregoing is tru and correct.

Executed on January 2nd, 1991, at San Diego, California.

E. R. Garcia

PROOF OF SERVICE BY MAIL

z-append

UTAH SUPREME COURT Docket No.: 890182
(Third District Court Case No.: C84-3608)
(Third District Court Case No.: C87-3005)

A.P. Winter,
8373 Cliffridge Lane,
La Jolla, CA 92037
619-450-9340

DECLARATION OF SERVICE BY MAIL

I, the undersigned, say: I am over 18 years of age, reside i the County of San Diego, California, and not a party to th subject cause. My residence address is:

La Jolla, California 92037

I served the:

APPELLANT'S REPLY BRIEF
SUPPLEMENTAL REPORT

.....

of which a true and correct copy of the documents filed in th cause is affixed, by placing a copy thereof in a separate envelop for each addressee named hereafter, addressed to each suc addressee respectively as follows:

Teresa Silcox/Paul Prat Northwest Pipeline Corp. 295 Chipeta Way, Salt Lake City, Utah 84108 801-532-3333	Hon Judge Scott Daniels, <Clerk Karen Busch> Third Judicial District Court, COURT's BLDG, RM:9 FLOOR 5, 240 East Fourth South, P.O. BOX 1860, Salt Lake City, Utah 84110 801-535-5174
Utah State Supreme Court State Capitol Bldg, Rm. 332 Salt Lake City, Utah 84114 801-538-1044	Ms.LaDean Parker,Appeals Clerk District Court, 3rd Judicial 240 East 400 South, Salt Lake City, Utah 84111 801-535-5123

Each envelope was then sealed and mailed to th representative of the addressee noted above, on Jan. 2nd, 1991.

I declare under penalty of perjury that the foregoing is tru and correct.

Executed on January 2nd, 1991, at San Diego, California.

E. R. Garcia

PROOF OF SERVICE BY MAIL

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